

MEMORANDUM OF UNDERSTANDING

Inter-Municipal Bikeways Working Group

This Memorandum of Understanding is effective this _____ day of _____, 2015, by and between the City of Mount Rainier, the Town of Brentwood, the Town of North Brentwood, the City of Hyattsville, the Town of Edmonston, the Town of Colmar Manor, the Town of Cottage City, the Town of Bladensburg, the Town of Riverdale Park, the Town of University Park, the City of College Park, the Town of Berwyn Heights, and the City of Greenbelt, each of which is a municipal corporation of the State of Maryland, hereinafter referred to collectively as the Municipalities.

W I T N E S S E T H

Whereas, the Prince George's Countywide Master Plan of Transportation Bikeways and Trails is being developed as a connected network for bicyclists, pedestrians, and other non-motorized forms of transportation, and many of these bikeways run through the Municipalities; and

Whereas, the residents of the Municipalities highly value alternative modes of transportation, especially for personal use, to exercise as well as commute to local amenities such as shops, restaurants, service venues, and even the workplace; and

Whereas, the Municipalities are promoting sustainability and making efforts to reduce the carbon footprint of both their municipality and the residents thereof, as well as reduce motorized vehicle traffic within their jurisdictions; and

Whereas, at times the infrastructure for bicycle and pedestrian paths within the Municipalities is limited, generally unmarked, less-than-safe, and needs notable development and improvement; and

Whereas, the Municipalities have decided to establish the Inter-Municipal Bikeways Working

Group for the purposes of developing, promoting, and maintaining a safe, well-marked, connected and integrated bicycle and pedestrian path network that it will serve all communities as a functional yet healthy transportation amenity in the area for generations.

NOW THEREFORE, in consideration of the sum of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Mount Rainier, the Town of Brentwood, the Town of North Brentwood, the City of Hyattsville, the Town of Edmonston, the Town of Colmar Manor, the Town of Cottage City, the Town of Bladensburg, the Town of Riverdale Park, the Town of University Park, the City of College Park, the Town of Berwyn Heights, and the City of Greenbelt recognize their mutual interest in the development of the bicycle and pedestrian path network, and agree to work together to promote and strive to utilize resources for maintenance, and further agree as follows:

1. The “Whereas” clauses set forth above are included and incorporated as part of this Memorandum of Understanding.
2. The Inter-Municipal Bikeways Working Group be and it is hereby established to advise the municipalities and is charged with: 1. developing a short-term and long-term bicycle path network plan to compliment the Maryland National Capital Park & Planning (M-NCPPC) Trail Master Plan; 2. facilitating the development of a safe, well-marked integrated and connected bicycle path network; 3. creating agreements among municipalities and other organizations for maintenance and improvements of the bikeways; and, 4. facilitating the collection, sharing, and dissemination of information in support of the three items immediately above .

Each Municipality shall appoint at least one representative to serve on the Working Group for an initial term ending on July 1, 2016. It would be preferred that at least one of the representatives be a member of the municipality’s elected body. Subsequent appointments or the filling of vacancies shall be handled by each governing body in a manner it chooses; however, preference shall remain that subsequent members that serve shall be elected officials.

The Working Group shall select its own Chair and other offices, and organize sub-committees as it requires. It may request expertise and information from individuals

and entities, such as staff from the Anacostia Trails Heritage Area Inc. (ATHA) or M-NCPPC, in order to carry out its mission. The Working Group's meetings shall be governed by the Maryland Open Meetings Act, and all meeting minutes shall be available to the public. The Working Group shall provide to each municipality, at a minimum, an annual report by July 30th 2016 summarizing its meetings and activities for the preceding 12 months (more frequent updates to municipalities are expected of the Working Group's representatives).

3. The Municipalities agree to contribute expertise, perspective, and mutual support via membership and participation in the Inter-Municipal Bicycle Trails Working Group.
4. The Municipalities agree to share knowledge of the bicycle paths with each other, including photos, technical and scientific data, and analyses.
5. The Municipalities agree to work collaboratively in building community support, and to solicit the support of the Federal government, State of Maryland, Prince George's County, and other entities needed to develop and maintain the bicycle paths.
6. The Municipalities agree to jointly plan and pursue actions to ensure that the bicycle paths, for its entire network, remains a valuable community resource.
7. The Municipalities agree that any position taken or request for support made by the Inter-Municipal Bikeways Working Group must be affirmatively acted upon by a majority of the Municipalities before the Inter-Municipal Working Group may state support of the position or request. All parties will be informed via email and/or a meeting 14 days in advance prior to any action being taken on a proposed position or a request for support (such as a grant).
8. The Municipalities agree that membership in the Inter-Municipal Bikeways Working Group is voluntary in nature. The Municipalities may, from time to time, amend this Memorandum of Understanding and the directives to the Working Group by adopting identical resolutions stating the amendments. Each municipality may at any time terminate its participation on the Working Group and / or withdraw from this Memorandum of Understanding by officially notifying the Working Group's Chair and the other parties.

IN WITNESS WHEREOF, the Municipalities have caused this Memorandum of Understanding to be effective as of the date and year first written above, and this Memorandum of Understanding shall automatically terminate five years from the effective date, unless it is renewed by all parties. Renewal of this Memorandum of Understanding shall be based on an evaluation of accomplishments under item 2 above.

ATTEST:

CITY OF MOUNT RAINIER

Janis Lomax, Clerk

By:_____
Malinda Miles, Mayor

TOWN OF BRENTWOOD

Magdalena Rojas, Clerk

By:_____
Racio Treminio-Lopez, Mayor

TOWN OF NORTH BRENTWOOD

Eleanor Traynham, Clerk

By:_____
Petrella Robinson, Mayor

CITY OF HYATTSVILLE

Laura Reams, Clerk

By:_____
Candace Hollingsworth, Mayor

TOWN OF EDMONSTON

Michelle Rodriguez, Clerk

By:_____
Tracy Gant, Mayor

TOWN OF COLMAR MANOR

Daniel Baden, Clerk

By: _____
Sadara Barrow, Mayor

TOWN OF COTTAGE CITY

Tina Pryce, Clerk

By: _____
Abel Nunez, Chair Commissioner

TOWN OF BLADENSBURG

Patricia McAuley, Clerk

By: _____
Walter Lee James, Jr, Mayor

TOWN OF RIVERDALE PARK

Jessica Barnes, Clerk

By: _____
Vernon Archer, Mayor

TOWN OF UNIVERSITY PARK

Tracey Toscano, Clerk

By: _____
Len Carey, Mayor

CITY OF COLLEGE PARK

Janeen Miller, Clerk

By: _____
Andrew Fellows, Mayor

TOWN OF BERWYN HEIGHTS

Kerstin Harper, Clerk

By: _____
Jodie Kulpa-Eddy, Mayor

CITY OF GREENBELT

Cindy Murray, Clerk

By: _____
Emmett Jordan, Mayor